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## **Attorneys for Plaintiff Entropic Communications, LLC**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

## ENTROPIC COMMUNICATIONS, LLC,

Case No.: 2:23-cv-01043-JWH-KES  
(Lead Case)

Case No.: 2:23-cv-01047-JWH-KES  
(Related Case)

Case No.: 2:23-cv-01048-JWH-KES  
(Related Case)

Case No.: 2:23-cv-05253-JWH-KES  
(Related Case)

Plaintiff,

V.

DISH NETWORK CORPORATION, *et al.*,

## Defendants.

[Assigned to the Honorable John W. Holcomb]

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ENTROPIC COMMUNICATIONS, LLC,

Plaintiff,

V.

COX COMMUNICATIONS, INC. *et al.*

## Defendants.

**PLAINTIFF ENTROPIC'S  
APPLICATION TO FILE  
DOCUMENTS UNDER SEAL  
REGARDING PLAINTIFF'S  
SECOND AMENDED  
COMPLAINT; DECLARATION OF  
CASSIDY T. YOUNG; [PROPOSED]  
ORDER**

1 ENTROPIC COMMUNICATIONS, LLC,

2 Plaintiff,

3 v.

4 COMCAST CORPORATION, *et al.*,

5 Defendants.

6 ENTROPIC COMMUNICATIONS, LLC,

7 Plaintiff,

8 v.

9 DIRECTV, LLC, *et al.*,

10 Defendants.

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1 **TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Pursuant to Central District of California Local Rule 79-5.2.2(a), Plaintiff  
 3 Entropic Communications, LLC (“Entropic” or “Plaintiff”) hereby applies for an order  
 4 sealing unredacted information referenced in Entropic’s Proposed Second Amended  
 5 Complaint, which contains details related to a confidential agreement between  
 6 Defendant Comcast and a third-party entity.

7 Each portion of the documents referenced in the chart below have been  
 8 designated as confidential pursuant to agreements reached between third parties or have  
 9 been filed under seal by Defendant Comcast. (*See* Decl. of Cassidy T. Young in Support  
 10 of Entropic’s Application to File Documents Under Seal, ¶ 4.) Entropic, therefore,  
 11 applies to file such documents and information under seal pursuant to Local Rule 79-  
 12 5.2.2(a).

13 The information to be sealed is identified below:

14 <b>Item to be Sealed Pursuant 15 to L.R. 79-5.2.2(a)</b>	16 <b>Description of Information</b>
17 Entropic’s Proposed Second 18 Amended Complaint against 19 Defendant Comcast 20 (“SAC”) at ¶¶ 37-41, including footnote 4.	21 Terms of confidential agreement between Entropic 22 and a third-party entity.
23 Entropic’s SAC at 24 Subheading A and ¶¶ 43-70.	25 Terms of confidential agreement between Comcast 26 and a third-party entity.
27 Portions of Entropic’s SAC 28 at ¶¶ 144-147.	29 Terms of confidential agreement between Comcast 30 and a third-party entity.
31 A portion of Entropic’s SAC 32 at ¶ 149.	33 Terms of confidential agreement between Comcast 34 and a third-party entity.
35 Portions of Entropic’s SAC 36 at ¶ 151.	37 A letter between Comcast and Entropic that Comcast 38 filed under seal.

1	Entropic's SAC at Subheading D.5 and ¶¶ 183-185.	Terms of confidential agreement between Comcast and a third-party entity.
2	Entropic's SAC at ¶ 257.	Terms of confidential agreement between Comcast and a third-party entity.
3	A portion Entropic's SAC at ¶ 264.	Terms of confidential agreement between Comcast and a third-party entity.
4	Entropic's SAC at ¶ 298.	Terms of confidential agreement between Comcast and a third-party entity.
5	A portion of Entropic's SAC at ¶ 305.	Terms of confidential agreement between Comcast and a third-party entity.
6	Entropic's SAC at ¶ 338.	Terms of confidential agreement between Comcast and a third-party entity.
7	A portion of Entropic's SAC at ¶ 345.	Terms of confidential agreement between Comcast and a third-party entity.
8	Entropic's SAC at ¶ 378.	Terms of confidential agreement between Comcast and a third-party entity.
9	A portion of Entropic's SAC at ¶ 383.	Terms of confidential agreement between Comcast and a third-party entity.
10	Entropic's SAC at ¶ 418.	Terms of confidential agreement between Comcast and a third-party entity.
11	A portion of Entropic's SAC at ¶ 425.	Terms of confidential agreement between Comcast and a third-party entity.
12	Entropic's SAC at ¶ 458.	Terms of confidential agreement between Comcast and a third-party entity.
13	A portion of Entropic's SAC at ¶ 464.	Terms of confidential agreement between Comcast and a third-party entity.

1	Entropic's SAC at ¶ 497.	Terms of confidential agreement between Comcast and a third-party entity.
2	A portion of Entropic's SAC at ¶ 504.	Terms of confidential agreement between Comcast and a third-party entity.
3	Entropic's SAC at ¶ 537.	Terms of confidential agreement between Comcast and a third-party entity.
4	A portion of Entropic's SAC at ¶ 543.	Terms of confidential agreement between Comcast and a third-party entity.
5	Entropic's SAC at ¶ 575.	Terms of confidential agreement between Comcast and a third-party entity.
6	A portion of Entropic's SAC at ¶ 581.	Terms of confidential agreement between Comcast and a third-party entity.
7	Entropic's SAC at ¶ 613.	Terms of confidential agreement between Comcast and a third-party entity.
8	A portion of Entropic's SAC at ¶ 619.	Terms of confidential agreement between Comcast and a third-party entity.
9	Entropic's SAC at ¶ 651.	Terms of confidential agreement between Comcast and a third-party entity.
10	A portion of Entropic's SAC at ¶ 657.	Terms of confidential agreement between Comcast and a third-party entity.
11	Entropic's SAC at ¶ 689.	Terms of confidential agreement between Comcast and a third-party entity.
12	A portion of Entropic's SAC at ¶ 695.	Terms of confidential agreement between Comcast and a third-party entity.

<u>Redline Compare Between FAC and SAC<sup>1</sup></u>	
Entropic's Redline Compare of First and Second Amended Complaint against Defendant Comcast ("Redline") at ¶¶ 37-41, including footnote 4.	Terms of confidential agreement between Entropic and a third-party entity.
Entropic's Redline at Subheading A and ¶¶ 43-69.	Terms of confidential agreement between Comcast and a third-party entity.
Portions of Entropic's Redline at ¶¶ 143-146.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 148.	Terms of confidential agreement between Comcast and a third-party entity.
Portions of Entropic's Redline ¶ 150.	A letter between Comcast and Entropic that Comcast filed under seal.
Entropic's Redline at Subheading D.5 and ¶¶ 182-184.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 256.	Terms of confidential agreement between Comcast and a third-party entity.
A portion Entropic's Redline at ¶ 263.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 297.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 304.	Terms of confidential agreement between Comcast and a third-party entity.

<sup>1</sup> The Redline paragraph numbers track the paragraph numbers as modified by the Proposed Second Amended Complaint.

1	Entropic's Redline at ¶ 337.	Terms of confidential agreement between Comcast and a third-party entity.
2	A portion of Entropic's Redline at ¶ 344.	Terms of confidential agreement between Comcast and a third-party entity.
3	Entropic's Redline at ¶ 377.	Terms of confidential agreement between Comcast and a third-party entity.
4	A portion of Entropic's Redline at ¶ 382.	Terms of confidential agreement between Comcast and a third-party entity.
5	Entropic's Redline at ¶ 417.	Terms of confidential agreement between Comcast and a third-party entity.
6	A portion of Entropic's Redline at ¶ 424.	Terms of confidential agreement between Comcast and a third-party entity.
7	Entropic's Redline at ¶ 457.	Terms of confidential agreement between Comcast and a third-party entity.
8	A portion of Entropic's Redline at ¶ 463.	Terms of confidential agreement between Comcast and a third-party entity.
9	Entropic's Redline at ¶ 496.	Terms of confidential agreement between Comcast and a third-party entity.
10	A portion of Entropic's Redline at ¶ 503.	Terms of confidential agreement between Comcast and a third-party entity.
11	Entropic's Redline at ¶ 536.	Terms of confidential agreement between Comcast and a third-party entity.
12	A portion of Entropic's Redline at ¶ 542.	Terms of confidential agreement between Comcast and a third-party entity.
13	Entropic's Redline at ¶ 574.	Terms of confidential agreement between Comcast and a third-party entity.

1	A portion of Entropic's Redline at ¶ 580.	Terms of confidential agreement between Comcast and a third-party entity.
2	Entropic's Redline at ¶ 612.	Terms of confidential agreement between Comcast and a third-party entity.
3	A portion of Entropic's Redline at ¶ 618.	Terms of confidential agreement between Comcast and a third-party entity.
4	Entropic's Redline at ¶ 650.	Terms of confidential agreement between Comcast and a third-party entity.
5	A portion of Entropic's Redline at ¶ 656.	Terms of confidential agreement between Comcast and a third-party entity.
6	Entropic's Redline at ¶ 688.	Terms of confidential agreement between Comcast and a third-party entity.
7	A portion of Entropic's Redline at ¶ 694.	Terms of confidential agreement between Comcast and a third-party entity.
8	Exhibit D to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
9	Exhibit F to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
10	Exhibit H to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
11	Exhibit J to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
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1	Exhibit L to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
2	Exhibit N to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
3	Exhibit O to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
4	Exhibit P to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
5	Exhibit R to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
6	Exhibit T to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
7	Exhibit V to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
8	Exhibit X to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.

Pursuant to Local Rule 79-5.2.2(a), Entropic applies to file under seal the documents listed above. Under Rule 79-5.2.2(a), a party may seek leave to file a document under seal so long as the Application describes the nature of the information

1 that should be closed to public inspection and is accompanied by: (1) a declaration  
2 establishing good cause why the strong presumption of public access in civil cases  
3 should be overcome and informing the Court whether anyone opposes the Application;  
4 (2) a proposed order; (3) a redacted version of the relevant documents; and (4) an  
5 unredacted version of the relevant documents. Entropic has complied with these  
6 requirements. The information that Entropic seeks to seal is contained within: (1) a  
7 confidential agreement between Comcast and a third-party entity; (2) a confidential  
8 agreement between Entropic and a third party; (3) a letter between Entropic and  
9 Comcast that Comcast filed under seal; and (4) Entropic's infringement contentions,  
10 which reference non-public, proprietary business information and were marked  
11 confidential pursuant the Protective Order entered in this action (1048 DE 158). The  
12 public does not have an interest in accessing this confidential information.  
13 Additionally, Entropic's request is narrowly tailored to only prevent the public from  
14 viewing confidential information. Finally, counsel for Comcast indicated that it does  
15 not oppose Entropic's under seal filing.

16 Therefore, compelling reasons exist to seal the highlighted portions of the above  
17 documents. *See Aya Healthcare Servs., Inc. v. AMN Healthcare, Inc.*, 2020 WL  
18 1911502, at \*5 (S.D. Cal. Apr. 20, 2020) (“The Court agrees that compelling reasons  
19 exist to seal references . . . to Defendants’ proprietary business records that detail  
20 sensitive financial terms, proprietary business strategies, and confidential negotiations  
21 and agreements with third parties.”); *In re Qualcomm Litig.*, 2019 WL 1557656, at \*3  
22 (S.D. Cal. Apr. 10, 2019) (granting motions to seal “confidential business information  
23 of the parties, including trade secrets, proprietary business records, discussions of  
24 internal strategy, company dealings, and materials designated as ‘Highly  
25 Confidential’”).

26 Accordingly, Entropic respectfully requests that this Court order the unredacted  
27 documents to be filed under seal. Concurrent with this filing, Entropic has filed  
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1 redacted versions of these documents with the Court, which only redact information  
2 necessary to protect confidential, private, and otherwise non-public information therein.  
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4 Dated: December 8, 2023

Respectfully Submitted,

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